

Entry No. 16118 Recorded at request of Ray Mad Fee Paid No Fee
Date Jan 25, 1978 at 1300 of Ray Mad Utah County Record
By _____ Deputy Book 237 Page 464

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT UINTAH COUNTY, hereinafter called Grantor, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid by TRIDELL-LAPOINT WATER IMPROVEMENT DISTRICT, hereinafter called Grantee, does hereby quitclaim to the said Grantee, its successors and assigns, all right it may have to grant a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipeline over and across the following land owned by Grantor in Uintah County, State of Utah:

Township 1 North, Range 1 East, Uintah Special Meridian, Sections: 22, 23, 24, 25, 26, 27, 35, and 36.

Township 1 North, Range 2 East, Uintah Special Meridian, Sections: 18, 19, 30, and 31.

Township 1 South, Range 1 East, Uintah Special Meridian, Sections: 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 35, and 36.

Township 1 South, Range 2 East, Uintah Special Meridian, Sections: 6, 7, 8, 9, 16, 17, 18, 19, 20, 30, and 31.

Township 2 South, Range 1 East, Uintah Special Meridian, Sections: 1, 2, 11, and 12.

Township 2 South, Range 2 East, Uintah Special Meridian, Sections: 5, 6, and 7.

Township 5 South, Range 19 East, Salt Lake Meridian, Sections: 3, 9, 10, 14, 15, 16, 20, 21, 22, 23, and the Southwest quarter Southwest quarter of Section 11.

It is understood that said pipeline may not be closer than 10 feet to the shoulder of said county roads without consent of the Uintah County Commission. These consents must be received from the Uintah County Commission on each point where the pipeline comes closer than 10 feet to the shoulder of said road. Said pipeline right-of-way shall not use any of the road fill material and shall not disturb said fill in any way.

It is further understood that in the construction and maintenance of said water pipeline, the Grantee shall at all times use such safety measures as may be necessary to give adequate warning to highway users and will further save Uintah County harmless from any and all liability which might arise from the construction and maintenance of said water pipeline.

The Grantee further agrees to return said road right-of-way to a state of good repair and guarantees that no damages will result to said right-of-way by reason of the installation and maintenance of said pipeline.

IT IS FURTHER agreed and understood that at all times the Grantee, its agents or assigns, shall furnish an acceptable performance bond for construction of all crossings of public roads belonging to the Grantor where the road surface or grade is to be cut or bisected by a trench as pipelines are laid and finally established. Grantees shall furnish a plat or plats to the Grantor showing the final locations of the pipelines upon Grantors property covered by this easement as the same are constructed and put in place so that the location of said pipelines can be determined by reference to said plats.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed this 24 day of January, 1978.

UINTAH COUNTY
Morris R. Cook
Clerk

STATE OF UTAH)
County of Uintah) ss.

On the 24 day of January, 1978, MORRIS R. COOK, Clerk of the Board of County Commissioners of Uintah County, acknowledged to me that the foregoing instrument was executed for and on behalf of Uintah County and by authority of the Board of County Commissioners.

My commission expires:
April 16/99

Bernice Burke
Notary Public
Residing at Vernal, Utah

